

- Summer's Living Systems, Inc. *and* American Federation of State, County and Municipal Employees, AFL-CIO
- Michigan Community Services, Inc. *and* American Federation of State, County and Municipal Employees, AFL-CIO
- Saginaw Bay Human Services, Inc. *and* American Federation of State, County and Municipal Employees, AFL-CIO
- AHS Community Services, Inc. *and* American Federation of State, County and Municipal Employees, AFL-CIO
- Alternative Services, Inc. *and* American Federation of State, County and Municipal Employees, AFL-CIO
- Bay-Arenac Community Living Facility *and* American Federation of State, County and Municipal Employees, AFL-CIO
- Independent Opportunities, Inc. *and* American Federation of State, County and Municipal Employees, AFL-CIO
- Innovative Housing Development Corp. *and* American Federation of State, County and Municipal Employees, AFL-CIO
- Jones AFC, Inc. *and* American Federation of State, County and Municipal Employees, AFL-CIO
- Lafayette RCA, Inc. *and* American Federation of State, County and Municipal Employees, AFL-CIO
- Lewisite, Inc. *and* American Federation of State, County and Municipal Employees, AFL-CIO
- Blue Water Developmental Housing, Inc. *and* American Federation of State, County and Municipal Employees, AFL-CIO
- Char Di John Homes, Inc., Carson's AFC, Inc. *and* American Federation of State, County and Municipal Employees, AFL-CIO
- Cencare Foster Care Home, Inc. *and* American Federation of State, County and Municipal Employees, AFL-CIO
- Central State Community Services, Inc. *and* American Federation of State, County and Municipal Employees, AFL-CIO
- Community Normalization Home, Inc. *and* American Federation of State, County and Municipal Employees, AFL-CIO
- Community Spirit Homes, Incorporated *and* American Federation of State, County and Municipal Employees, AFL-CIO
- Domel Incorporated *and* American Federation of State, County and Municipal Employees, AFL-CIO
- Flushing Association in Transitional Housing, Inc. Successor to A.R.C. Corporation *and* American Federation of State, County and Municipal Employees, AFL-CIO
- Fredericks Family Homes A.F.C. Inc. *and* American Federation of State, County and Municipal Employees, AFL-CIO
- Graves Adult Foster Care, Inc. *and* American Federation of State, County and Municipal Employees, AFL-CIO
- Harrington House, Inc. *and* American Federation of State, County and Municipal Employees, AFL-CIO
- Horizon Residential Center, Inc. *and* American Federation of State, County and Municipal Employees, AFL-CIO
- Hunt St. Villa, Inc. *and* American Federation of State, County and Municipal Employees, AFL-CIO
- New Outlook, Inc. *and* American Federation of State, County and Municipal Employees, AFL-CIO
- Pam's Care Home, Inc. & McRoy & Georgia's Care, Inc. *and* American Federation of State, County and Municipal Employees, AFL-CIO
- Lipkin Homes, Inc. *and* American Federation of State, County and Municipal Employees, AFL-CIO
- Louisiana Homes, Inc. *and* American Federation of State, County and Municipal Employees, AFL-CIO
- Cedell Murff of Lafayette and Forrer *and* American Federation of State, County and Municipal Employees, AFL-CIO
- New Center II, Inc. *and* American Federation of State, County and Municipal Employees, AFL-CIO
- Passages Community Services, Inc. *and* American Federation of State, County and Municipal Employees, AFL-CIO
- Quality Living Systems Management Corp., Paragon Non-Profit Housing Corp. *and* American Fed-

eration of State, County and Municipal Employees, AFL-CIO

Ray Roberts Residential Services, Inc. and American Federation of State, County and Municipal Employees, AFL-CIO

Reach Alternative Community Homes, Inc. and American Federation of State, County and Municipal Employees, AFL-CIO

Transitional Living Systems, Inc. Foster Connoles AFC Homes, Inc. and American Federation of State, County and Municipal Employees, AFL-CIO

Adult Learning Systems, Inc. and International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO. Cases 7-CA-38546(1), 7-CA-38546(2), 7-CA-38546(3), 7-CA-38863, 7-CA-38912, 7-CA-38913, 7-CA-38914, 7-CA-38915, 7-CA-38916, 7-CA-38917, 7-CA-38918, 7-CA-38919, 7-CA-38920, 7-CA-38921, 7-CA-38922, 7-CA-38923, 7-CA-38924, 7-CA-38925, 7-CA-38926, 7-CA-38927, 7-CA-38929, 7-CA-38930, 7-CA-38931, 7-CA-38932, 7-CA-38934, 7-CA-38935, 7-CA-38936, 7-CA-38937, 7-CA-38938, 7-CA-38939, 7-CA-38940, 7-CA-38941, 7-CA-38942, 7-CA-38943, 7-CA-38944, 7-CA-38945, and 7-CA-39323

September 25, 2000

DECISION AND ORDER

BY CHAIRMAN TRUESDALE AND MEMBERS FOX AND LIEBMAN

On January 9, 1998, Administrative Law Judge John H. West issued the attached decision. The Respondents filed exceptions and a supporting brief, the General Counsel filed exceptions and a supporting brief, and Charging Party American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME) filed exceptions which incorporated by reference the General Counsel's exceptions and supporting brief. The General Counsel and Charging Party International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO each filed an answering brief to the Respondents' exceptions.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to

affirm the judge's rulings, findings, and conclusions¹ and to adopt the recommended Orders as modified.²

As more fully set forth in the judge's decision, the procedural history and pertinent facts of these cases are essentially undisputed. Briefly, all of the Respondents, except Adult Learning Systems, Inc., are engaged in providing personal care and support services to handicapped individuals within the State of Michigan. Respondent Adult Learning Systems, Inc. provides group home services to mentally disabled and mentally ill persons in Michigan. Each of the Respondents operates as a joint employer³ with the Michigan Department of Mental Health (DMH). In all the cases except Case 7-CA-38863, AFSCME has sought to represent employees classified as direct care workers or program aides working for the named Respondents. In Case 7-CA-38863, the UAW has sought to represent a unit of direct care workers employed by Respondent Adult Learning Systems, Inc. Both Unions previously filed individual representation petitions with the Michigan Employment Relations Commission (MERC) seeking separate elections among these employees.⁴ The Unions won all these elections and later received certifications of representative issued by MERC. Thereafter, the Unions demanded collective bargaining with the Respondents and their common joint employer DMH. Some of the Respondents agreed to bargain with the Unions, but contingent upon DMH's participation, while other Respondents and DMH have refused to recognize and bargain with the Unions.

On July 28, 1995, the Board issued its seminal decision in *Management Training Corp.*,⁵ overruling *Res-Care* and expanding the Board's jurisdiction to include certain private employers who have close ties to exempt government entities. In light of *Management Training*

¹ We have amended the judge's conclusions of law to accurately reflect the unit description for Reach Alternative Community Homes, Inc., and to specify the cases in which the complaints are dismissed. We have also modified the recommended Order accordingly.

² We have added a new notice to employees for Respondents Carlson's AFC, Inc. (appendix A(29)) which the judge inadvertently omitted, and have modified the notice to employees for Respondent Reach Alternative Community Homes, Inc. (appendix A(28)) to accurately reflect the unit description.

³ A joint employer relationship exists when otherwise independent businesses share or codetermine matters governing essential terms and conditions of employment of a group of employees. See *Riverdale Nursing Home*, 317 NLRB 881, 882 (1995); *NLRB v. Browning-Ferris Industries*, 691 F.2d 1117 (3d Cir. 1982), *enfg.* 259 NLRB 148 (1981).

⁴ The parties stipulated that the Unions filed these petitions with MERC because the Board "had declined jurisdiction pursuant to case law and policy as set forth in *Res-Care, Inc.*, 280 NLRB 670 (1986)" and Region 7 of the Board had relied on *Res-Care* to dismiss representation cases involving similar group home employers with contractual ties to DMH.

⁵ 317 NLRB 1355.

Corp., the Michigan Court of Appeals determined that MERC's jurisdiction over petitions seeking to represent employees of group home providers with contractual ties to DMH was pre-empted by the National Labor Relations Act.⁶ In response to the court's decision, the Unions forwarded letters dated either March 18 or July 24, 1996, demanding bargaining with the Respondents alone under the National Labor Relations Act. By letters dated either April 26 or August 8, 1996, the Respondents refused to bargain with the Unions as the collective-bargaining representatives of their employees. Thereafter, the Unions filed the instant unfair labor practice charges that allege violations of Section 8(a)(5) and (1) of the Act.

The judge found that the Board should extend comity only to those state elections involving the Unions and the Respondents that were held before the issuance of *Management Training Corp.*⁷ He thus accorded the Unions' certifications of representative from MERC, which were based on the pre-July 28, 1995 elections, the same effect that the Board would give one of its own. We find that the judge correctly applied the Board's comity policy, and we adopt his findings that (1) the state-conducted elections reflect the true desires of the affected employees; (2) there was no showing of election irregularities; and (3) there was no substantial deviation from due process requirements.⁸ We further find, for the reasons stated by the judge, that the removal of joint employer DMH from the bargaining table is not such an unusual circumstance as to relieve the Respondents from their bargaining obligation. Therefore, we adopt the judge's conclusion that the Respondents' refusal to recognize and bargain with the Unions in 1996 and thereafter violated Section 8(a)(5) and (1) of the Act.

AMENDED CONCLUSIONS OF LAW

1. Substitute the following for the last paragraph of the judge's Conclusion of Law 4.

"All full-time and regular part-time direct care workers, employed in the following homes operated by Reach Alternative Community Homes, Inc. at: 1) Oak Hill Group Home, 7010 Oak Hill, Clarkston, MI 48348; 2) Bigelow Group Home, 10539 Bigelow, Davisburg, MI 48350; 3) Seven Lakes Group Home, 2332 Grange Hall Road, Fenton, MI 48350; 4) Leidich Group Home, 1087

Leidich, Lake Orion, MI 48362; and 5) Indianwood Home."

2. Add the following new paragraph after the judge's Conclusion of Law 7.

"8. The state-conducted elections which were held after July 28, 1995, are void for want of state jurisdiction at the time those elections were held, and thus the complaints against the following Respondents are dismissed: Summer's Living Systems, Inc., Case 7-CA-38546(1); Graves Adult Foster Care, Inc., Case 7-CA-38930; Pam's Care Home Inc. & McRoy & Georgia's Care, Inc., Case 7-CA-38936; Lipkin Homes, Inc., Case 7-CA-38937; Cedell Murff of Lafayette and Forrer, Case 7-CA-38939; Transitional Living Systems, Inc., Case 7-CA-38945; Foster Connole AFC Homes, Inc., Case 7-CA-39323; the Ingham County employee unit for Alternative Services, Inc., Case 7-CA-38913; and the Char di John employee unit for Char di John, Inc., Carsons AFC, Inc., Case 7-CA-38921."

ORDER

I. The National Labor Relations Board adopts the recommended Order of the administrative law judge as modified below and orders that the Respondents, Michigan Community Services, Inc.; Saginaw Bay Human Services, Inc.; AHS Community Services, Inc.; Alternative Services, Inc.; Bay-Arenac Community Living Facility; Independent Opportunities, Inc.; Innovative Housing Development Corp.; Jones AFC, Inc.; Lafayette RCA, Inc.; Lewisite, Inc.; Blue Water Developmental Housing, Inc.; Carson's AFC, Inc.; Cencare Foster Care Home, Inc.; Central State Community Services, Inc.; Community Normalization Home, Inc.; Community Spirit Homes, Incorporated; Domel Incorporated; Flushing Association In Transitional Housing, Inc. Successor to A.R.C. Corporation; Fredericks Family Homes A.F.C. Inc.; Harrington House, Inc.; Horizon Residential Center, Inc.; Hunt St. Villa, Inc.; New Outlook, Inc.; Louisiana Homes, Inc.; New Center II, Inc.; Passages Community Services, Inc.; Quality Living Systems Management Corp.; Paragon Non-Profit Housing Corp.; Ray Roberts Residential Services, Inc.; and Reach Alternative Community Homes, Inc., located throughout the State of Michigan, their officers, agents, successors, and assigns, shall take the action set forth in the Order as modified.

1. Substitute the attached notice "Appendix A(28)."

2. Add the attached notice "Appendix A(29)."

II. The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Adult Learning Systems, Inc., Newberry, Michigan, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

⁶ See *American Federation of State, County and Municipal Employees v. Department of Mental Health*, 215 Mich.App. 1, 545 N.W.2d 363 (1996).

⁷ For the reasons stated by the judge, we dismiss the similar 8(a)(5) allegations pertaining to elections involving the Unions and the Respondents that were held after July 28, 1995, when the State of Michigan no longer had jurisdiction over the Respondents.

⁸ See *Standby One Associates*, 274 NLRB 952 (1985).

III. IT IS FURTHER ORDERED that the complaints against the following Respondents are dismissed: Summer's Living Systems, Inc., Case 7-CA-38546(1); Graves Adult Foster Care, Inc., Case 7-CA-38930; Pam's Care Home Inc. & McRoy & Georgia's Care, Inc., Case 7-CA-38936; Lipkin Homes, Inc., Case 7-CA-38937; Cedell Murff of Lafayette and Forrer, Case 7-CA-38939; Transitional Living Systems, Inc., Case 7-CA-38945; Foster Connole AFC Homes, Inc., Case 7-CA-39323; the Ingham County employee unit for Alternative Services, Inc., Case 7-CA-38913; and the Char di John employee unit for Char di John, Inc., Carsons AFC, Inc., Case 7-CA-38921.

APPENDIX A(28)

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and, on request, bargain in good faith with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO as the exclusive bargaining representative of the employees in the bargaining unit described below:

All full-time and regular part-time direct care workers, employed in the following homes operated by Reach Alternative Community Homes, Inc. at: 1) Oak Hill Group Home, 7010 Oak Hill, Clarkston, MI 48348; 2) Bigelow Group Home, 10539 Bigelow, Davisburg, MI 48350; 3) Seven Lakes Group Home, 2332 Grange Hall Road, Fenton, MI 48350; 4) Leidich Group Home, 1087 Leidich, Lake Orion, MI 48362; and 5) Indianwood Home.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with American Federation of State, County and Municipal Employees

(AFSCME), AFL-CIO and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit described above.

REACH ALTERNATIVE COMMUNITY HOMES, INC.

APPENDIX A(29)

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

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- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and, on request, bargain in good faith with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO as the exclusive bargaining representative of the employees in the bargaining unit described below:

All full-time and regular part-time program aides/direct care staff employed by Carson's AFC, Inc.; but excluding administrators, home managers, assistant home managers, guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit described above.

CARSON'S AFC, INC.

Amy Roemer, Esq., for the General Counsel.

Gregory Bator, Esq. (Bator, Roualet & Berlin), of Birmingham, Michigan, for the Respondents.

L. Rodger Webb, Esq., of Detroit, Michigan, for Charging Party AFSCME.

George B. Washington, Esq. (Scheff & Washington, P.C.), of Detroit, Michigan, for Charging Party UAW.

DECISION

STATEMENT OF THE CASE

JOHN H. WEST, Administrative Law Judge. Upon charges filed on specified dates in May and September 1996, by the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, as here pertinent, a second order consolidating cases, second amended consolidated complaint and notice of hearing issued on November 22, 1996, alleging that the Respondents in these proceedings, with two exceptions, violated Section 8(a)(1) and (5) of the National Labor Relations Act, (Act) by failing and refusing to recognize and bargain with AFSCME as the exclusive collective-bargaining representative of the employees in the respective units. Respondents deny violating the Act.¹

A hearing was held in Detroit, Michigan, on January 29 and 30, 1997. Briefs were to be filed on March 10, 1997. On March 7, 1997, counsel for the General Counsel filed a motion to (1) reopen the record and consolidate this consolidated proceeding with Foster Connole AFC Homes, Inc., Case 7-CA-39323, and Adult Learning Systems, Inc., Case 7-CA-38863, in which complaints had issued,² (2) submit a stipulated record in Cases 7-CA-39323 and 7-CA-38863, and (3) and extend the due date for filing briefs. The motion was granted. Stipulations of facts were filed in Cases 7-CA-39323 and 7-CA-38863 on March 19, 1997. The date for filing briefs was further extended and they were filed on or about May 30, 1997, by counsel for the General Counsel, AFSCME, UAW and Respondents.³ On September 29, 1997, Respondents filed a mo-

tion to reopen the record.⁴ On October 6, 1997, counsel for General Counsel filed her opposition.⁵ This matter will be treated below. On the entire record in this case, including my observation of the demeanor of the witnesses and consideration of the above-described briefs, I make the following

FINDINGS OF FACT

I. JURISDICTION

Respondents are all Michigan corporations,⁶ which have offices or places of business in Michigan, and they all have been engaged in providing personal care and support services, collectively, to handicapped individuals⁷ at or out of their offices and places of business in Michigan. The complaints allege, the Respondents admit, and I find that at all times material, Respondents have been employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and AFSCME and UAW have been labor organizations within the meaning of Section 2(5) of the Act.

II. THE ALLEGED UNFAIR LABOR PRACTICES

A. The Facts

At the outset of the hearing, the parties entered into the following stipulation, Joint Exhibit 1:

1. AFSCME (the Charging Party) filed petitions for election of representative of the employees of the [involved] providers as set forth [in an attachment which does not include Foster], and on the dates indicated [in the

establish that the same conditions, contracts, and state regulations discussed thereon remain extant. Respondents, in their reply, argue that the attachment in question, a copy of the unpublished opinion from Region 7 of the National Labor Relations Board (Board) in Case 7-CA-18529, *Residential Systems Company*, is cited in the stipulations of fact participated in by counsel for the General Counsel and therefore is part of the record; that the probative value of the inclusion of this Decision and Order outweighs any prejudice to the General Counsel, the relevancy of the case being conclusively established; "[t]hat the General Counsel cannot [and indeed does not] allege with veracity that its own opinion is unauthenticated," and that the General Counsel has not provided any explanation of how it would be prejudiced. It is noted that the unpublished decision in question is also cited and described in a Michigan court of appeals decision received here as CP Exh. 4. In the circumstances existing here, the motion will be, and it is, denied. The copy of the Decision and Order in question and those portions of the brief which relate to the Decision and Order in question will, nonetheless, be considered argument.

⁴ The pleading is titled "MOTION TO REOPEN THE RECORD FOR THE PURPOSE OF INTRODUCING THE ATTACHED SUPPLEMENTAL BRIEF IN LIGHT OF NEWLY DISCOVERED EVIDENCE CONCERNING THE LIFTING OF THE STAY IN *AFSCME V MENTAL HEALTH DEP'T.*, 545 N.W. 2D 363, 215 MICH. APP. 1 (1996)."

⁵ Her pleading is titled "BRIEF OF COUNSEL FOR THE GENERAL COUNSEL OPPOSING RESPONDENTS' MOTION TO REOPEN THE RECORD; MOTION OF COUNSEL FOR THE GENERAL COUNSEL TO STRIKE RESPONDENTS' SUPPLEMENT TO POST-TRIAL BRIEF TO THE ADMINISTRATIVE LAW JUDGE."

⁶ It is not specifically alleged that Adult is a Michigan corporation.

⁷ With respect to Adult, the individuals are mentally disabled and mentally ill.

¹ Respondents assert a number of affirmative defenses.

² The complaint in Foster Connole AFC Homes, Inc. (Foster), Case 7-CA-39323, issued on February 5, 1997, and alleged that Respondent violated Sec. 8(a)(1) and (5) of the Act by failing and refusing to bargain with AFSCME as the exclusive collective-bargaining representative of the involved unit. The charge was filed by AFSCME on December 24, 1996. Foster denies violating the Act as alleged and it asserts a number of affirmative defenses. The complaint in Adult Learning Systems, Inc. (Adult), Case 7-CA-38863, issued on November 26, 1996, and alleged that Respondent violated Sec. 8(a)(1) and (5) of the Act by failing and refusing to bargain with International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) as the exclusive collective-bargaining representative of the involved unit. The complaint also alleges that Adult is a successor to River's Edge Residential Services, Inc. (River's Edge). The charge was filed by UAW on August 19, 1996. Adult denies being a successor to River's Edge, and also denies violating the Act as alleged and it asserts a number of affirmative defenses.

³ Counsel for the General Counsel, on June 19, 1997, filed a motion to strike exhibit appended to Respondents' posttrial brief and parts of Respondents' posttrial brief which allegedly refer to the attachment. On June 26, 1997, Respondents filed a response. Counsel for the General Counsel, citing Sec. 102.45, of the Board's Rules and Regulations, contends that the decision appended to Respondent's brief was not introduced at the hearing here and thus is entirely outside the record; that portions of Respondents' brief relies on and quotes directly from the decision appended to the brief; that Respondents' effort to reference such evidence prejudices the due-process rights of the General Counsel and the Charging Parties; and that no testimony was adduced at trial to

attachment], commencing with *Louisiana Homes*, filed on January 29, 1988, with the Michigan Employment Relations Commission (hereafter MERC).

2. The Charging Party filed the above-mentioned representation petitions with MERC because heretofore the National Labor Relations Board (NLRB) had declined jurisdiction pursuant to case law and policy, as set forth in *Res-Care, Inc.*, 280 NLRB 670 (1986). Moreover, Region 7 [of the NLRB] had previously dismissed representation cases filed in similar group care homes, i.e. *CK Homes*, Case 7-RM-1274 (2/14/86) and *Residential Systems*, Case 7-RC-18529 (4/7/88), pursuant to *Res-Care*.

3. The Charging Party filed the above-mentioned representation petitions . . . naming the provider and the Michigan Department of Mental Health (hereafter Michigan DMH) as joint Employers.

4. The Charging Party named the respective providers as employer pursuant to the Michigan Labor Mediation Act (LMA), MCL 423.1 et. seq.

5. The Charging Party named the Michigan DMH as employer pursuant to the Michigan Public Employment Relations Act (PERA), MCL 423.201 et. seq.

6. MERC found the Michigan DMH to be a joint employer, along with the respective provider, in all of the petitions filed.

7. The state of Michigan (hereafter the State) appealed MERC's finding of joint ER status in all of the cases filed with MERC by the Charging Party, beginning with *Louisiana Homes*.

8. The Michigan State Court of Appeals affirmed the MERC determination of the State of Michigan and the provider, *Louisiana Homes*, joint Employers. (See *Louisiana Homes* and Michigan Department of Mental Health [remainder of citation omitted]).

9. The State of Michigan petitioned for writ of certiorari with the U.S. Supreme Court in *Louisiana Homes*. Certiorari was denied on January 9, 1995, U.S. Sup. Ct. No. 94-638.

10. On July 28, 1995, the NLRB issued its decision in *Management Training*, 317 NLRB 1355 (1995), overruling *Res-Care*.

11. On January 12, 1996, the Michigan Court of Appeals issued its decision in *Quality Living Systems*, Michigan Court of Appeals No. 158997, vacating MERC decisions in 10 consolidated cases, determining that state jurisdiction was pre-empted pursuant to *Management Training*.

Then the following stipulation was entered into by AFSCME and Respondents, except Foster and Adult, Charging Party's Exhibit 1:

1. That the initial group homes petitions, one filed in 1986 by AFSCME, the other in 1988 by the *UAW*, *CK Homes*, NLRB No. 7-RM-1275, and *Residential Systems*, NLRB No. 18529 were dismissed by the Board, citing *Res-Care, Inc.*, 280 NLRB 670 (1980), among other cases, on grounds that the providers were tantamount to an ad-

ministrative arm of the state and that effectual bargaining could not take place between the providers and the Union.

2. That thereafter AFSCME filed numerous petitions with the Michigan Employment Relations Commission (MERC), including petitions involving all the providers noted herein, naming the state of Michigan Department of Mental Health (MI DMH) and the individual providers as joint employers, and that MERC asserted jurisdiction over the state under the Michigan Public Employment Relations Act, MCL 423.201, et. seq. and over the providers under the Michigan Labor Mediation Act, MCL 423.1, et. seq.

3. The lead case, *Louisiana Homes*, in which the petition was filed on January 29, 1988, was finally resolved on January 9, 1995, after appeals by the state on its joint employer status and on the issue of National Labor Relations Act pre-emption.

4. That the holdings in *Louisiana Homes* were relied upon by MERC and the state appellate courts on numerous occasions on the MI DMH's objections and appeals, the MERC eventually ordering directed elections through grants of AFSCME's motions for orders to show cause, and the Michigan Court of Appeals eventually ordering summary affirmances of MERC's decisions on AFSCME's motions pursuant to an administrative order issued by the state Supreme Court requiring stare decisis in like cases. Throughout, the providers took the position with AFSCME that the MI DMH was a joint employer.

5. That after the Board issued its decision in *Management Training Corp.*, 317 NLRB 1355, the state cited that case to both MERC and the state Court of Appeals, arguing that the rationale for the holding in *Louisiana Homes* had been reversed. The Court of Appeals agreed in *Quality Living Systems*,—Mich App—(1996). Since the issuance of *Quality Living Systems*, MERC has stayed further proceedings contingent upon the action of the NLRB on AFSCME's promised petition or unfair labor practice charges; that Court of Appeals has continued to process representation cases still pending upon the issuance of *Quality Living Systems*. In those cases AFSCME has filed or is filing motions to dismiss the state's appeals, on grounds of federal pre-emption and/or mootness, in light of the Board's complaint in the within cases.

6. That over the period from MERC's decision in 1990 through the Supreme Court's denial of the Michigan Department of Mental Health's application for writ of certiorari in 1995 in *Louisiana Homes*, AFSCME repeatedly demanded collective bargaining of the joint employers. The providers, by their counsel, agreed to bargain contingent upon the state's participation at the table as a joint employer; over that period, the MI DMH refused to bargain on the grounds that its status as joint employer were unresolved. No collective bargaining therefore occurred.

7. After issuance of the Supreme Court's order in *Louisiana Homes* in January 1995, AFSCME reiterated its demand to bargain. This time the state agreed, and collective bargaining was convened in the *Louisiana Homes* unit

by the parties, including AFSCME and both joint employers.

8. Also, after the issuance of final appellate orders in other cases (in which the state Supreme Court denied the Michigan Department of Mental Health's application for leave to appeal from decisions of the Court of Appeals), the state agreed to bargain as joint employer, with the involved provider, in these cases. The state continued to refuse to bargain in units wherein the state Supreme Court had not issued its order denying the state's application for leave to appeal. The providers, in those units, continued to agree to bargain contingent upon the state's participation as joint employer.

9. After issuance of *Management Training*, and *Quality Living Systems*, the state refused to bargain with AFSCME, and all collective bargaining stopped.

Counsel for the General Counsel called two witnesses, namely (1) Margaret Paquet, who is an elections supervisor for the Michigan Bureau of Employment Relations (Bureau) which is presently in the Department of Consumer and Industry Services and was in the Department of Labor, and (2) Rodger Webb, who is counsel for AFSCME. Paquet testified that the Bureau adjudicates labor-relations disputes in the State of Michigan primarily among public employers but also among private employers who do not fall under the jurisdiction of the NLRB; that as election supervisor she is responsible for all representation petitions and unit clarification petitions that are filed with the Bureau; that the Bureau's procedure is very similar to that of the NLRB; that the Bureau conducts elections, either by order of the Michigan Employment Relations Commission (Commission or MERC) or by consent of the parties, and the Bureau issues tabulations of results and certifications either of representative or results;⁸ that elections are normally held on the Employer's premises and the employees in the bargaining unit are informed of an election by the posting of notices for 5 days on the Employer's premises prior to the election; that the elections are secret-ballot elections; that AFSCME filed representation petitions and some unit clarification petitions in numerous adult foster homes for the Respondents involved here; that she handled most if not all of these cases for the Commission; that most of these elections were held subsequent to an order of the Commission⁹ and most were held by mail-ballot elections due to the nature of the employee complement, the hours they work, and the different locations; that with the mail ballots the employees receive a notice of the election; that the mail ballots are sent to the home addresses of the involved employees which addresses are provided by the employers;¹⁰ that the procedures in General Counsel's Exhibit 3 were followed in the elections involving employees of the Re-

spondents; that General Counsel's Exhibit 5 are the tabulations of the results of the elections conducted by the Bureau;¹¹ that under rule 49 of the Commission's Rules a party can file an objection to an election within 5 working days after the results are made known; that to her knowledge, no objections were filed to any of the involved elections; that for the most part MERC procedures track or follow the National Labor Relations Board's procedures under the National Labor Relations Act; that there is a provision under MERC's rules for the filing of a decertification petition by either an employer or employees but she was not aware of any being filed regarding any of the involved units; that Charging Party's Exhibit 2 are copies of the certifications of representative issued by MERC with respect to the tabulations included in General Counsel's Exhibit 5;¹² that Charging Party's Exhibit 4 is the decision of the Michigan Court of Appeals in *Quality Living Systems* (Quality),¹³ that as a result of the court's decision in *Quality* MERC stayed any action before it;¹⁴ and that by Order dated March 14, 1996, the Michigan Court of Appeals granted a motion for stay in *Quality*.¹⁵ On cross-examination, Paquet testified that the notice of election sent to the involved voters would identify as employers both the State of Michigan Department of Mental Health and the involved private employer.

Webb testified that by letter dated March 18, 1996, General Counsel's Exhibit 6, to counsel for Respondents, he, Webb, demanded to bargain with the providers standing alone under the National Labor Relations Act; and that counsel for Respondents replied by letter dated April 26, 1996, General Counsel's Exhibit 7. It is noted that the reply letter indicates that the demand is incomplete given Webb's failure to include the State of Michigan in the request. On cross-examination Webb testified that AFSCME has taken the position that the State of Michigan was a joint employer and collective bargaining could not proceed without its participation; that while the Michigan Department of Mental Health was a joint employer, the Department of Mental Health has no capacity itself to legislate money and legislated money comes from the State legislature; and that, therefore, whether the Michigan Department of Mental Health is at the bargaining table, it would take the action of the legislature to provide more money. On redirect, Webb testified that the Michigan court of Appeals in *Quality* vacated the MERC decisions on the grounds of pre-emption; that it is AFSCME's

⁸ GC Exh. 2 is a copy of the act the Commission administers and its rules and regulations. The election procedures are set forth at p. 36 of GC Exh. 2.

⁹ It appears that some of the elections were held by consent of the parties.

¹⁰ The mail-ballot election procedures and mail-ballot instructions were received as GC Exhs. 3 and 4, respectively. The latter are sent to voters along with the mail ballots.

¹¹ GC Exhs. 5(i), (k), and (ff) are the Bureau's alternative records (master cards which contain information recorded from the tabulation) of the election results since these tabulations were not retrieved from the archives. The Michigan Department of Mental Health is named with the Respondents on each of the involved tabulations and the copies of the three master cards. GC Exhs. 8, 9, 10, 11, 12, and 13 cover the addition of the Wayne and Ingham County units of Respondent Alternative Services, Inc. to its Genesee unit.

¹² Along with the pertinent Respondent, the certifications also name the State of Michigan Department of Mental Health in the descriptions.

¹³ AFSCME argues that *Quality* does not vacate MERC's certifications. Counsel for the General Counsel contends that *Quality* is irrelevant in that at that time the State court no longer had jurisdiction over the involved employees and counsel for the General Counsel is relying on the elections establishing majority status.

¹⁴ CP Exhs. 5.

¹⁵ CP Exhs. 6.

position that the vacation applies to the rationale and not to the certification because the State of Michigan appealed from the decision and direction of election not from the certification; that counsel for Respondents indicated to him that providers would not bargain with AFSCME independent of the State; that the State cannot be compelled to the table any longer before MERC because the State of Michigan has amended PARA to exclude any employee of any contract agency with a State department as an employee for purposes of PARA, General Counsel's Exhibit 14;¹⁶ and that, in essence, the State overruled the joint employer possibility. On recross-examination, Webb testified that he forwarded Respondent's Exhibit 1, his April 23, 1996, letter to the director of the Bureau. In the letter Webb advised the Bureau, as here pertinent, as follows:

AFSCME has determined that the best, and only certain, way to present the issue to the Board is under the auspices of a standard "contested case." To that end, AFSCME has demanded bargaining of the providers as sole employers; on information and belief, that demand will be rejected by the providers, in part at least on grounds that the State of Michigan is joint employer and the providers ought not to be required to bargain alone. Irrespective of the grounds cited, if the providers decline to bargain, AFSCME will file an unfair labor practice charge with the Board under the NLRA alleging violations of . . . [Sections] 8(a)(1) and (5) of the Act. That will squarely pose the issue before the Board: whether it will assert jurisdiction over the providers standing alone. The Board's decision in that regard will be dispositive. We expect to file the charge by the end of next week.

Respondents did not call any witnesses.

As noted above, this proceeding was reopened to receive stipulations of facts in Foster and Adult.¹⁷ The stipulation of facts in Foster reads as follows:

1. The parties herein stipulate to incorporate the record and all exhibits in Summer's Living, Inc., et. al., Case No. 7-CA-38546, et. al., made before Administrative Law Judge John West on January 29 and 30, 1997, as the record in this case with the addition of the stipulations set forth below.

2. The parties stipulate that Foster Connoles AFC Homes, Inc. (hereafter Respondent F-C) is added to the list of Respondents in Joint Exhibit 1, Attachment A, of the above-described hearing record in Case No. 7-CA-38546, et. al., and that the petition filed by . . . AFSCME . . . with the MERC . . . was filed on October 14, 1994, and

¹⁶ The language reads as follows: "Beginning on the effective date of the amendatory act that adds this sentence, a person employed by a private organization or entity that provides services under a time-limited contract with the state or a political subdivision of the state is not an employee of the state or that subdivision, and is not a public employee." Referring to GC Exh. 15, the parties stipulated that the legislation, which passed both houses and was signed by the Governor of Michigan, would take effect in mid to late March 1997.

¹⁷ For ease of reference the stipulation of facts in Foster will be received as Jt. Exh. 2 and the stipulation of facts in Adult will be received as Jt. Exh. 3. The parties in Foster and Adult waived a hearing. The reopened record is closed.

amended on December 12, 1994. The parties further stipulate that the instant matter is encompassed in . . . AFSCME's Exhibit 1 of the above-described hearing record in case No. 7-CA-38546, et. al.

3. The MERC conducted a mail ballot election in a unit of all full-time and regular part-time program aides/direct care workers employed at Respondent F-C's residential care homes, but excluding administrators, home managers, assistant home managers, guards and supervisors as defined by the Act, hereafter the Unit, regarding whether the Unit desires to be represented for the purpose of collective bargaining by . . . AFSCME. On September 20, 1995, the MERC counted said ballots and issued a Tabulation of Election Results. . . . [The tabulation indicates that there were 8 "YES" votes, 0 "NO" votes and 0 "Challenged Ballots."]

4. On September 20, 1995, by virtue of the MERC's election described above, a majority of the Unit designated and selected the . . . AFSCME as their representative for the purpose of collective bargaining with Respondent F-C.

5. No Objections to the Conduct of the election were filed.

6. On October 2, 1995, the MERC issued a Certification of Representative certifying that a majority of the employees in the Unit selected . . . AFSCME as their collective bargaining representative.

7. On March 18, 1996, . . . AFSCME sent a letter to Respondent F-C, which letter the NLRB and AFSCME assert constitutes a demand for bargaining.

8. On August 30, 1996, . . . AFSCME filed a refusal to bargain unfair labor practice charge with NLRB Region 7, Case No. 7-CA-38928, against Respondent F-C. On October 23, 1996, the Regional Director of Region 7 dismissed Case No. 7-CA-38928 because Respondent F-C claimed it had not received the letter of March 18, 1996, and because Respondent F-C agreed to recognize and bargain with Charging Union AFSCME.

9. On October 23, 1996, November 13, 1996 and December 9, 1996, . . . AFSCME sent letters to Respondent F-C, which letters the NLRB and AFSCME assert constitute demands for recognition and bargaining.

10. Since October 23, 1996, Respondent F-C has refused to recognize and bargain with . . . AFSCME as the collective bargaining representative of the employees in the Unit.

11. No decertification Petition has been filed with the MERC or the NLRB at any time since the above-described MERC election was held and the Tabulation of Results issued.

The Stipulation of Facts in Adult reads as follows:

1. [This paragraph reads the same as stipulation 1. in Foster, as set forth above.]

. . . .

2. . . . UAW . . . filed a petition for election of representative of certain of the employees of River's Edge

Residential Services, Inc., (hereafter River's Edge) on December 14, 1992, with the . . . MERC.

3. . . . UAW filed the above-mentioned representation petition with the MERC because theretofore the . . . NLRB . . . had declined jurisdiction pursuant to case law and policy, as set forth in *Res-Care, Inc.*, 280 NLRB 670 (1986). Moreover, Region 7 of the NLRB had previously dismissed representation cases filed for similar group care homes, i.e., *CK Homes*, Case No. 7-RM-1274 (2/14/86), and *Residential Systems*, Case No. 7-RC-18529 (4/7/88), pursuant to *Res-Care, Inc.*

4. . . . UAW filed the above-mentioned representation petition naming River's Edge and the Michigan Department of Mental Health (hereafter Michigan DMH) as joint Employers.

5. . . . UAW named River's Edge as employer pursuant to the Michigan Labor Mediation Act (LMA), MCL 423.1, et. Seq.

6. . . . UAW also named the Michigan DMH as employer pursuant to the Michigan Public Relations Act (PERA), MCL 423.201 et. seq.

7. The MERC found the Michigan DMH and River's Edge to be joint employers in the petition filed.

8. The state of Michigan (hereafter the State) appealed the MERC's finding of Michigan DMH's joint employer status with River's Edge.

9. The MERC conducted a mail ballot election in a unit of certain employees of River's Edge, hereafter the Unit, regarding their desire to select the Charging Union UAW as their representative for the purpose of collective bargaining. On March 25, 1994, the MERC counted said ballots and issued a Tabulation of Election Results . . . [The Tabulation contains a 35 on the "YES" line, a 0 on the "NO" line and a 0 on the "Challenged Ballots" line.]

10. On March 25, 1994, by virtue of the MERC election described above, a majority of the Unit designated and selected the Charging Union UAW as their representative for the purposes of collective bargaining with their employer.

11. On April 4, 1994, the MERC issued a Certification of Representative certifying that a majority of the employees in the Unit selected the Charging Union UAW as their collective bargaining representative.

12. On February 3, 1995, Adult Learning Systems, Inc. (hereafter Respondent ALS) won contracts with the Community Mental Health Boards acting on behalf of the Michigan DMH to provide adult foster care at four of the five facilities previously operated by River's Edge. A fifth facility in or near Sault Ste. Marie, previously operated by River's Edge, was closed.

13. On about March 1, 1995, Respondent ALS took over the management of the facility and the care and supervision of the residents at the facility in Newberry, Michigan, previously operated by River's Edge. On about April 4, 1995, Respondent ALS took over the management of three facilities and the care and supervision of the residents of those facilities in or near Sault Ste. Marie, Michigan previously operated by River's Edge. Since winning

the contracts and taking over the facilities, Respondent ALS has continued to manage the facilities and provide care and service in basically unchanged form with the same residents, employing a majority of the Unit employees and without a hiatus,

14. On April 27, 1995, . . . UAW sent a letter to Respondent ALS demanding bargaining.

15. On April 28, 1995, . . . UAW sent its Certification of Representative with a cover letter to Respondent ALS Counsel Gregory J. Bator.

16. On May 2, 1995, Respondent ALS Counsel Gregory Bator, on behalf of Respondent ALS, sent a letter to . . . UAW denying any collective bargaining obligation and refusing to meet with the . . . UAW.

17. On June 28, 1995, . . . UAW filed a refusal to bargain unfair labor practice charge against Respondent ALS and the Michigan DMH, with the MERC.

18. On July 28, 1995, the NLRB issued its decision in *Management Training*, 317 NLRB 1355 (1995), overruling *Res-Care, Inc.*, supra.

19. On December 15, 1995, a hearing was held before the MERC administrative Law Judge James P. Kurtz, in the unfair labor practice charge described above in paragraph 17.

20. On January 12, 1996, the Michigan Court of Appeals issued its decision in *Quality Living Systems*, Michigan Court of Appeals No. 158997, vacating MERC decisions in 10 consolidated cases, including River's Edge Residential Services, Inc., determining that state jurisdiction was pre-empted pursuant to *Management Training*.

21. On March 14, 1996, the Michigan Court of Appeals granted the Motions for Stay filed by the charging Union UAW and . . . AFSCME . . . in the *Quality Living* cases.

22. On July 24, 1996, . . . UAW sent a letter to Respondent ALS counsel Gregory Bator, copying Respondent ALS, demanding bargaining.

23. On August 8, 1996, Respondent ALS Counsel Gregory Bator, on behalf of Respondent ALS, sent a letter to the UAW denying any collective bargaining obligations and refusing to meet with the . . . UAW.

24. On August 19, 1996, . . . UAW filed a refusal to bargain unfair labor practice charge against Respondent ALS with Region 7 of the NLRB, Case No. 7-CA-38863.

25. During the 12 month period preceding the filing of the charge in Case No. 7-CA-38863 on August 19, 1996, Respondent ALS had gross revenues in excess of \$100,000 and purchased heating fuel and electrical power valued in excess of \$5,000 from local utility companies within the State of Michigan, which goods were received directly from outside the State of Michigan. Respondent ALS is now, and has been at all material times, an employer engaged in commerce within the meaning of Sections 2(2), (6) and (7) of the Act.

26. All full-time and regularly scheduled part-time direct care workers employed at Respondent ALS's residential care homes in Newberry, Michigan, and in or near Sault Ste. Marie, Michigan; but excluding office clerical

employees, directors, managers, board members, guards and supervisors as defined in the Act, constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act.

Contentions

On brief, counsel for the General Counsel contends that while the Act gives the majority of employees in a unit the right to choose a bargaining representative, the Act does not specify how the representative is to be selected; that the Board recognizes a union's majority status based on successive collective-bargaining agreements, signed authorization cards, petitions signed by employees and informal elections; that here the majority status of AFSCME and UAW has been established through secret-ballot elections held under the auspices of the State of Michigan, Bureau of Employment Relations; that the Board has historically extended comity to representation proceedings conducted, and decisions and certifications issued, by State agencies as long as certain requirements are met; that as the Board indicated in *Standby One Associates*, 274 NLRB 952, 953 (1985):

Our established practice has been, and continues to be, to accord the same effect to the elections and certifications of responsible state government agencies as we attach to our own, provided that the state proceedings reflect the true desires of the affected employees, election irregularities are not involved, and there has been no substantial deviation from due process requirements.

That in each bargaining unit involved herein, the MERC conducted secret ballot elections, the parties had the opportunity to witness the count of the ballots and the results of each count were provided to each party, no issues were raised with respect to the appropriate unit at the time, no objections to the election were filed by any party to the election, and at all stages all of the parties were provided full opportunity to present evidence and argument; that the involved employees exercised their right to choose whether to be represented by a labor organization under the most fair and regular of circumstances; that Respondents' argument that without the State at the bargaining table circumstances have radically changed and it would be a violation of due process and the employees' Section 7 rights to require Respondents to recognize and negotiate with the Charging Parties now ignores Board policy that the bargaining obligation of joint employers runs jointly and severally, *Branch International Services*, 313 NLRB 1293, 1300 (1994); that in no case did the Respondents file objections to the elections or dispute the certifications of representation; that the employees' designation of a collective-bargaining representative in a prior, fair and regular state proceeding should not be negated simply because the Board has reversed itself and now preempts the state; that the Board in *Doctors Osteopathic Hospital*, 242 NLRB 447 (1979), was faced with some similar issues in that there the Employer asserted, among other things, that the Board could not extend comity to the Pennsylvania Labor Relations Board's (PLRB) certification because the Pennsylvania court ruled that the State Board did not have jurisdiction over the Employer, and therefore the certification was rendered null and

void; that the Board determined in *Doctors Osteopathic Hospital*, supra, that

[t]he court did not, however, question the PLRB's jurisdiction over Respondent as of the time of the election and certification. . . . [W]e conclude that the PLRB certification is not void for want of jurisdiction at the time of its issuance.

That the Michigan State appeals court issued its decision after *Management Training*, supra, issued, and vacated the underlying MERC decisions, based only on the principle of preemption pursuant to *Management Training*, supra, and the appeals court declined to rule on the other issues before it; that no decertification petitions have been filed and Respondents presented no evidence rebutting the Charging Parties' continuing majority status; that Respondents are now asking that the Board decide what is important to the employees for collective bargaining, exactly the opposite of the Board's expressed determination in *Management Training*, supra, in that it is not for the Board to decide what terms and conditions are essential for collective bargaining; that a clear majority of River's Edge direct care employees selected UAW as their bargaining representative and after Adult was awarded the adult foster care contracts and took over the facilities previously operated by River's Edge, UAW demanded that Adult bargain with UAW; that Adult stipulated that it has continued to manage the facilities and provide care and service in basically unchanged form with the same residents, employing a majority of the unit employees without a hiatus; that Adult is a successor to River's Edge and thus has an obligation to recognize and bargain with UAW; that the Charging Parties find themselves before the Board now only because the Board has expanded the coverage of the Act through *Management Training*, supra, reversing *Res-Care*, supra; that it would be a travesty to allow Respondents to continue thwarting their employees' desires for representation after and because the Board has extended the protection of the Act; and that the purpose of the Act is to promote industrial peace and stability, not to sever established collective bargaining relationships.

AFSCME, on brief, incorporates the position of counsel for the General Counsel by reference and AFSCME argues, among other things,¹⁸ that MERC's certifications are entitled to comity; that overall the "YES" votes account for over 86 percent of the votes cast; that no election irregularities are alleged and no objections to any of the elections were ever filed; that no subsequent decertification petition or other challenge to the MERC elections and certifications was ever filed; that the due-process entitlements under Michigan law and the Michigan Department of Labor administrative rules are every bit as rigorous and well tended as those pertinent to Board elections and there is no competent record evidence to the contrary; that the providers'

¹⁸ AFSCME contends that the collective bargaining engaged in between the parties independently establishes AFSCME's status as bargaining representative and creates an estoppel to any challenge of that status by the providers.

arguments to avoid comity or majority status are without merit; and that the certifications are in no way diminished or otherwise affected by the fact that the State is no longer, as a matter of law (by Board decision and by amendment to PERA), eligible as a joint employer.

On brief, UAW contends that under clearly established law, the Board has recognized that River's Edge was under an obligation to continue recognizing the UAW as the collective bargaining representative after the Board had asserted jurisdiction over group homes in the State of Michigan; that the Board should extend comity to the March 25, 1994 election because the procedure followed by the MERC was sufficiently similar to Board procedures; that the MERC election is a valid and binding method for choosing a bargaining representative under Section 9(a) of the Act; that having recognized and bargained with the UAW, River's Edge could not withdraw recognition without objective reasons for doing so; and that as a successor to River's Edge, Adult has a duty to bargain with the UAW.

Respondents, on brief, argue, inter alia, that the material change in circumstances following the elections has destroyed the employers' ability to negotiate wage increases, and union recognition will result in a salary reduction for employees without an offsetting increase in wages; that new elections are the best method to determine the true desires of the employees while Board extension of comity over the State elections is clearly a second best remedy; that Board comity should not be applied when the context in which the elections were held has materially changed; that the material change in the employer complement has so altered the nature and scope of the collective bargaining relationship that the representation elections should be invalidated; that the State of Michigan's departure from the collective bargaining process so materially altered the identity of the employer that recognition of the elections would violate the Act; that failure to inform employees of the material changes surrounding the elections is unfair; that the election results can be invalidated without inquiring into the subjective minds of employees; that *Management Training*, supra, resolves a jurisdictional issue; that the holding of *Management Training* should not be unnecessarily extended; and that the parties are best suited to select the topics over which they can bargain collectively, and the Board should not interfere by extending comity over the State conducted elections.

Analysis

Before treating the merits, a procedural matter must be resolved. As noted above, Respondents have filed a "MOTION TO REOPEN THE RECORD FOR THE PURPOSE OF INTRODUCING THE ATTACHED SUPPLEMENTAL BRIEF IN LIGHT OF NEWLY DISCOVERED EVIDENCE CONCERNING THE LIFTING OF THE STAY IN *AFSCME V MENTAL HEALTH DEP'T*. 545 N.W.2D 363, 215 MICH. APP. 1 (1996)." Also as noted above, counsel for General Counsel has filed a motion to strike Respondents' Supplemental Brief arguing that the document Respondents seek to admit at this late date is immaterial and cumulative and would not require a different result since a copy of the decision is in the record as Charging Party's Exhibit 4 and the decision is referenced in Joint Exhibit 1, stipulation 11, with attachment A list-

ing all Respondents involved. Counsel for the General Counsel further argues that in the alternative, Respondents' motion should be granted only for the limited purpose of receiving as an exhibit the September 8, 1997 Order to establish that the Michigan Court of Appeals decision in the case in question is now final. In accord with *Professional Eye Care*, 289 NLRB 738 (1988), Respondents' motion will be granted only to the extent that I will take notice that the decision in question is now final. There is nothing in Respondents' motion that requires reopening the record to receive a supplemental brief. Accordingly, to this extent the motion of counsel for the General Counsel will be, and it is, granted.

Are MERC's elections and certifications entitled to comity from the Board? In my opinion, with exceptions described below, comity should be extended by the Board to the MERC elections and certifications. As noted above, Respondents, on brief, argue, inter alia that the Board's extension of comity over State elections is clearly a second best remedy. We are not approaching this issue before us in terms of "good, better and best." Majority status may be established by means other than a Board election. *JMM Operational Services*, 316 NLRB 6 (1995), citing *Mine Workers v. Arkansas Flooring Co.*, 351 U.S. 62 (1956).

As the Board pointed out in *Standby One Associates*, 274 NLRB 952 (1985):

Our policy with regard to extending comity to state proceedings is set forth in *Allegheny General Hospital*, 230 NLRB 954, 955 (1977) enf. denied on other grounds 608 F.2d 965 (3d Cir. 1979), where the Board stated:

Our established practice has been, and continues to be, to accord the same effect to the election and certifications of responsible state government agencies as we attach to our own provided that the state proceedings reflect the true desires of the affected employees, election irregularities are not involved, and there has been no substantial deviation from due process requirements.

No election irregularities are cited and Respondents have not shown that there has been a substantial deviation from due process requirements. What Respondents argue is that there has been a change in circumstances because the State of Michigan would no longer be at the bargaining table. In view of the Board's decision in *Management Training Corp.*, 317 NLRB 1355 (1995), whether or not the State of Michigan is at the bargaining table is not determinative with respect to the Board's jurisdiction. Respondents apparently argue that whether or not the State of Michigan is at the bargaining table may be determinative with respect to whether the involved employees would continue to want to be represented by a union, and it is necessary to hold new elections to make this determination. Except as noted below, no showing has been made that MERC did not have jurisdiction over Respondents at the time of the elections and certifications. As pointed out by the Board in *Doctor's Osteopathic Hospital*, 242 NLRB 447 (1979), such certifications are not void for want of jurisdiction at the time of issuance. That being the case, the certifications, except as noted below, are valid in terms of jurisdiction, as far

as the Act is concerned. Respondents are not arguing that the certifications are invalid because of the present subjective intent of the involved voters. Respondents cannot make such an argument for such intent, even if it were relevant in this proceeding, and it is not, is not a matter of record. Viewed from the employees' perspective, I do not believe that whether or not the State is at the bargaining table, in the circumstances extant here, is likely to affect their views and attitudes with respect to being represented by a union. But my opinion on this point is not determinative. The issue before me is whether to extend comity. No reason has been provided for not extending comity to the extent that it is recommended that it be extended. If employee sentiment has changed, the proper approach would be to file a decertification petition.

As noted above, counsel for the General Counsel quotes, at page 17 of her brief, as follows from *Doctor's Osteopathic Hospital*, supra:

The court did not, however, question the PLRB's jurisdiction over Respondent as of the time of the election and certification. . . . [W]e conclude that the PLRB certification is not void for want of jurisdiction at the time of its issuance.

The language left out of the middle of this quote reads: "Indeed, the parties stipulated to the PLRB's [Pennsylvania Labor Relations Board] jurisdiction at the hearing." Accordingly counsel for the General Counsel, on this same page of her brief, also contends as follows:

Although some of the instant facts can be distinguished from those in *Doctor's Osteopathic [Hospital]*, they are distinctions without a difference in the context of Respondents' Quality Living argument. In both cases, at the time the elections were held, the state had jurisdiction over the proceedings, and the Board did not.

In *Doctor's Osteopathic Hospital*, the Board's jurisdiction became effective on August 25, 1974, the involved State election was held on June 13, 1973, and the State certification is dated October 18, 1973. Here, the Board decided *Management Training* on July 28, 1995.¹⁹ All of the elections, which were held after July 28, 1995, were ordered by the Michigan State agency; none of these were held with the consent of the involved providers. Those ordered elections, which were conducted after July 28, 1995, were held by the Michigan State agency when it did not have jurisdiction. Accordingly, the units involved in those elections, which were held by the State after July 28, 1995, will not be included in those to which I recommend that comity be extended. The certifications for the state elections held after July 28, 1995, are void for want of jurisdiction at the time of their issuance.

Adult is the successor to River's Edge. As pointed out by the Court in *NLRB v. Burns Security Services*, 406 U.S. 272

(1972), an employer which continues essentially the same business as a prior employer and which hires a majority of its employees from those who had been employed by the prior employer is a successor to the prior employer and is required by law to bargain with the union which was selected by the employees of the predecessor. In determining whether an employer is a successor the following factors are considered: (1) whether there has been a substantial continuity of the same business operations, (2) whether the new employer used the same plant, (3) whether the new employer has the same or substantially the same work force, (4) whether the same jobs exist under the same working conditions, (5) whether the employer employs the same supervisors, (6) whether the employer uses the same machinery, equipment and methods of production, and (7) whether the employer manufactures the same product or offers the same services. As noted above, the parties entered into the following stipulation:

13. On about March 1, 1995, Respondent ALS [Adult] took over the management of the facility and the care and supervision of the residents at the facility in Newberry, Michigan, previously operated by River's Edge. On about April 4, 1995, Respondent ALS took over the management of three facilities and the care and supervision of the residents of those facilities in or near Sault Ste. Marie, Michigan previously operated by River's Edge. Since winning the contracts and taking over the facilities, Respondent ALS has continued to manage the facilities and provide care and service in basically unchanged form with the same residents, employing a majority of the Unit employees and without a hiatus,

Adult is the successor to River's Edge and, therefore, it has an obligation to recognize and bargain with UAW.

The evidence of record demonstrates that all of the Respondents, except Adult, were requested by AFSCME in writing to recognize it as the exclusive collective-bargaining representative of the respective units. The evidence of record also demonstrates that Adult was requested by UAW in writing to recognize it as the exclusive collective-bargaining representative of the employees in the involved unit. As alleged in the complaint, all of the remaining Respondents, except Adult, unlawfully refused to recognize and bargain with AFSCME, and Adult unlawfully refused to recognize and bargain with UAW.

CONCLUSIONS OF LAW

1. Respondents are employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. American Federation of State, County and Municipal Employees, (AFSCME) AFL-CIO, and International Union, United Automobile, Aerospace and Agricultural Implement Workers of America are labor organizations within the meaning of Section 2(5) of the Act.

3. Adult Learning Systems, Inc. is the successor of River's Edge Residential Services, Inc.

4. American Federation of State, County and Municipal Employees, (AFSCME) AFL-CIO, has been, and is, the exclusive representative of all employees in the following appropri-

¹⁹ It is noted that AFSCME, on brief, points out that a motion for reconsideration in that proceeding was denied on December 18, 1995. Normally under the Board's Rules and Regulations the filing and pendency of a motion for reconsideration does not operate to stay the effectiveness of the action of the Board unless so ordered. It has not been demonstrated that it was so ordered. Consequently, the operative date is July 28, 1995.

ate units for the purpose of collective bargaining within the meaning of Section 9(a) and (b) of the Act:

All full-time and regular part-time program aides/direct care workers, including emergency relief employees employed in the following homes operated by Michigan Community Services, Inc.: 1) Berneda, 5142 Berneda Drive, Flint, MI 48506; 2) Park Street, 1125 Park Street, Lapeer, MI 48446 3) River Road, 6290 River Road, Flushing, MI 48443; 4) Westview, 6260 Westview, Grand Blanc, MI 48439; 5) Day Program I, Wolcott-Cornerston, 3131 Vasser Road, Davison, MI 48243; 6) Granada, 7088 Granada Lane, Flint, MI 48532; 7) Neff Road, 7085 Neff Road, Mt. Morris, MI 48458; 8) Weston, 4181 Weston Drive, Burton, MI 48509; 9) Day Program II, St. Agnes-Cornerston, 530 W. Pierson Road, Flint, MI 48505; and 10) Briarwood, 8620 Joey Drive, Pickney, MI 48169; but excluding guards and supervisors as defined in the Act.

All full-time and regularly scheduled part-time direct care workers employed at the following homes operated by Saginaw Bay Human Services, Inc.: 1) Airport Drive AIS, 13768 Airport Road, Lansing, MI 48906; 2) Foco AIS, 3377 Foco Rd., Standish, MI 48658; 3) Garfield AIS, 2976 N. Garfield, Pinconning, MI 48650; 4) Newberg AIS, 490 W. Newberg, Pinconning, MI 48650; 5) Pine AIS, 2956 Pine River Rd., Standish, MI 48658; 6) River AIS, 2522 Pine River Rd. Standish, MI 48658; 7) Schavey Road AIS, 1009 Schavey Rd., DeWitt, MI 48820; 8) Spring Street AIS, 1401 N. Spring St., Gladwin, MI 48624; 9) Townline AIS, 1748 E. Townline, Pinconning, MI 48650; 10) Webb Road AIS, 303 W. Webb Rd., DeWitt, MI 48820; 11) Kasemeyer, 5181 Kasemeyer, Bay City, MI 48706; 12) Josephus Residential Treatment Center, 1003 Street, Bay City, MI 48708; and 13) Webb Drive, 700 Webb Drive, Bay City, MI 48706; but excluding guards and supervisors as defined in the Act.

All full-time and regular part-time employees employed by AHS Community Services, Inc. in residential and supportive independence programs in Wayne and Oakland Counties; but excluding supervisors, managers, assistant managers, directors, guards as defined in the Act.

All full-time and part-time direct care workers/program aides employed by Alternative Services, Inc. in Genesee and Wayne Counties; but excluding managers, administrators, guards and supervisors as defined in the Act.

All full-time and regular part-time direct care workers, including the Per Diem employees at the Litchfield Home, employed by Bay-Arenac Community Living Facility; but excluding administrators, managers, guards and all supervisors as defined in the Act.

All full-time and part-time direct care workers, including emergency relief employees, employed by Independent Opportunities, Inc.; but excluding all temporary/pool aides, all home managers, assistant home managers, administrators, guards, and supervisors as defined in the Act.

All full-time and part-time direct care workers, including emergency relief employees employed in St. Clair County by Innovative Housing Development Corp.; but excluding all

temporary/pool aides, administrators, home managers, assistant home managers, guards and supervisors as defined in the Act.

All full-time and regular part-time program aides/direct care staff employed by Jones AFC, Inc.; but excluding administrators, home managers, assistant home managers, guards and supervisors as defined in the Act.

All full-time and regular part-time employees employed by Lafayette RCA, Inc.; but excluding administrators, directors, managers, assistant managers, guards and supervisors as defined in the Act.

All full-time and regular part-time program aides/direct care workers employed by Lewistite, Inc.; but excluding administrators, home managers, assistant home managers, guards and supervisors as defined in the Act.

All full-time and regular part-time residential technicians/direct careworkers employed by Blue Water Developmental Housing, Inc.; but excluding home managers, assistant home managers, directors, guards and supervisors as defined in the Act.

All full-time and regular part-time program aides/direct care staff employed by Char Di John Homes, Inc., Carson's AFC, Inc.; but excluding administrators, home managers, assistant home managers, guards and supervisors as defined in the Act.

All full-time and regular part-time employees in the classes of senior direct care workers and direct care workers employed by Cencare Foster Care Home, Inc.; but excluding administrative employees, confidential employees, guards and supervisors as defined in the Act.

All full-time and regular part-time direct care workers, including emergency relief workers employed in all of the homes of Central State Community Services, Inc., but excluding temporary/pool aides, administrators, home managers, assistant home managers, guards and supervisors as defined in the Act.

All full-time and regular part-time "direct hire" program assistants, program assistants, program assistant/shift leaders and program assistant/midnight shift leaders employed by Community Normalization Home, Inc.; but excluding appointed officials, executives, guards and supervisors as defined in the Act.

All full-time and regular part-time employees employed by Community Spirit Homes, Incorporated; but excluding managers, assistant managers, directors, administrators, guards and supervisors as defined in the Act.

All full-time and regular part-time non-supervisory employees employed by Domel Incorporated; but excluding managers, assistant managers, directors, guards and supervisors as defined in the Act.

All full-time and regular part-time program aides/direct care workers employed by Flushing Association In Transitional Housing, Inc. Successor to A.R.C. Corporation; but excluding administrators, home managers, assistant home managers, guards and supervisors as defined in the Act.

All full-time and regular part-time direct care staff employed by Fredericks Family Homes A.F.C. Inc. within the County of Wayne, Michigan; but excluding home managers, assistant home managers, administrators, directors, guards and supervisors as defined in the Act.

All full-time and regular part-time program aides/direct care workers employed by Harrington House, Inc.; but excluding administrators, home managers, assistant home managers, guards and supervisors as defined in the Act.

All full-time and part-time direct care workers employed by Horizon Residential Center, Inc. at its facilities located at 1) Omo Group Home, 56575 Omo, New Haven, MI 48043; (2) Elmwood Group Home, 50084 Sass Road, New Baltimore, MI 48047; (3) Fisher Group Home, 71865 Fisher, Romeo, MI 48065; but excluding guards and supervisors as defined in the Act.

All full-time and regular part-time employees employed by Hunt St. Villa, Inc.; but excluding managers, assistant managers, directors, administrators, guards and supervisors as defined in the Act.

All Full-time and regular part-time employees employed by New Outlook, Inc. in residential and supportive independence programs in the Counties and Wayne and Oakland, MI; but excluding managers, assistant managers, directors, guards and supervisors as defined in the Act.

All full-time and regularly schedules part-time direct care workers employed by Louisiana Homes, Inc. at 1) 9601 St. Mary's, Detroit, MI 48226; 2) 614 Golden Gate, Detroit, MI; and 3) 3055 Hanley, Hamtramck, MI 49212; but excluding administrators, department heads, guards and supervisors as defined in the Act.

All full-time and regular part-time employees employed by New Center II, Inc.; but excluding administrators, directors, managers, assistant managers, guards and supervisors as defined in the Act.

All full-time and regular part-time direct care workers employed by Passages Community Services, Inc.; but excluding administrators, home managers, assistant home managers, guards and supervisors as defined in the Act.

All full-time and regular part-time program aides/direct care workers employed by Quality Living Systems Management Corp., Paragon Non-Profit Housing Corp.; but excluding administrators, home managers, assistant home managers; guards and supervisors as defined in the Act.

All full-time and regular part-time employees employed by Ray Roberts Residential Services, Inc.; but excluding managers, assistant managers, directors, guards and supervisors as defined in the Act.

All full-time and regular part-time direct care workers, employed in the following homes operated by Reach Alternative Community Homes, Inc. and the State Department of Mental Health at: 1) Oak Hill Group Home 7010 Oak Hill, Clarkston, MI 48348; 2) Bigelow Group Home, 10539 Bigelow, Davisburg, MI 48350; 3) Seven Lakes Group Home, 2332

Grange Hall Road, Fenton, MI 48430; 4) Leidich Group Home, 1087 Leidich, Lake Orion, MI 48362, and (5) Indianwood Home.

5. International Union, United Automobile, Aerospace and Agricultural Implement Workers of America has been, and is, the exclusive representative of all employees in the following appropriate unit for the purpose of collective bargaining within the meaning of Section 9(a) and 9(b) of the Act:

All full-time and regularly scheduled part-time direct care workers employed at Adult Learning Systems, Inc.'s residential care homes in Newberry, Michigan, and in or near Sault Ste. Marie, Michigan; but excluding office clerical employees, directors, managers, board members, guards and supervisors as defined in the Act.

6. By refusing to recognize and bargain collectively with the above-named labor organizations as the exclusive representative of all of its employees in the appropriate unit, the Respondents have engaged in, and they are engaging in, unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act.

7. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having found that Respondents have engaged in certain unfair labor practices, I shall order them to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

I shall order all remaining Respondents, except Adult Learning Systems, Inc., to bargain with American Federation of State, County and Municipal Employees, (AFSCME) AFL-CIO as the exclusive representative of all their employees in the appropriate units which units are described above.

I shall order Adult Learning Systems, Inc. to bargain with International Union, United Automobile, Aerospace and Agricultural Implement Workers of America as the exclusive representative of all their employees in the appropriate unit, which is described above.

I shall also order that the Respondents post notices to employees attached as an appendix for 60 days in order that employees may be apprised of their rights under the Act and Respondents' obligation to remedy their unfair labor practices.

On these findings of fact and conclusion of law and on the entire record, I issue the following two recommended Orders²⁰

ORDER

The Respondents described above in of the Conclusions of Law 4, their officers agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to recognize and bargain in good faith with American Federation of State, County and Municipal Employ-

²⁰ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

ees, (AFSCME) AFL-CIO as the exclusive bargaining representative of the employees in the bargaining units described above.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) On request, bargain with American Federation of State, County and Municipal Employees, (AFSCME) AFL-CIO as the exclusive representative of the employees in the above-described appropriate units concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement.

(b) Within 14 days after service by the Region post at their above-described facilities copies of that attached notices marked "Appendixes A(1-28)."²¹ Copies of the notices, on forms provided by the Regional Director for Region 7, after being signed by Respondents' authorized representatives, shall be posted by the Respondents immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondents to ensure that the notices are not altered, defaced, or covered by any other material. In the event that during the pendency of these proceedings, any of the Respondents have gone out of business or closed the facilities involved in these proceedings, involved Respondents shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondents at any time since April 26, 1996.

(c) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondents have taken to comply.

ORDER

The Respondent, Adult Learning Systems, Inc., its officers agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to recognize and bargain in good faith with International Union, United Automobile, Aerospace and Agricultural Implement Workers of America as the exclusive bargaining representative of the employees in the bargaining unit described elsewhere in this decision.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) On request, bargain with International Union, United Automobile, Aerospace and Agricultural Implement Workers of America as the exclusive representative of the employees in the following appropriate unit concerning terms and conditions

²¹ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

of employment and, if an understanding is reached, embody the understanding in a signed agreement:

All full-time and regularly scheduled part-time direct care worker employed at Adult Learning Systems, Inc.'s residential care homes in Newberry, Michigan, and in or near Sault Ste. Marie, Michigan; but excluding office clerical employees, directors, managers, board members, guards and supervisors as defined in the Act.

(b) Post at their above-described facilities copies of that attached notices marked "Appendix B."²² Copies of the notices, on forms provided by the Regional Director for Region 7, after being signed by the authorized representative of Adult Learning Systems, Inc., shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that during the pendency of these proceedings, the Respondent has gone out of business or closed the facilities involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since August 8, 1996.

(c) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

APPENDIX A(1)

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

To organize
To form, join, or assist any union
To bargain collectively through representatives of their own choice
To act together for other mutual aid or protection
To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and, on request, bargain in good American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO as the exclusive bargaining representative of the employees in the bargaining unit described below:

All full-time and regular part-time program aides/direct care workers, including emergency relief employees employed in the following homes operated by Michigan Community Services, Inc.: 1) Berneda, 5142 Berneda Drive, Flint, MI 48506;

²² See fn. 21, *supra*.

2) Park Street, 1125 Park Street, Lapeer, MI 48446; 3) River Road, 6290 River Road, Flushing, MI 48443; 4) Westview, 6260 Westview, Grand Blanc, MI 48439; 5) Day Program I, Wolcott-Cornerston, 3131 Vasser Road, Davison, MI 48243; 6) Granada, 7088 Granada Lane, Flint, MI 48532; 7) Neff Road, 7085 Neff Road, Mt. Morris, MI 48458; 8) Weston, 4181 Weston Drive, Burton, MI 48509; 9) Day Program II, St. Agnes-Cornerston, 530 W. Pierson Road, Flint, MI 48505; and 10) Briarwood, 8620 Joey Drive, Pickney, MI 48169; but excluding guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit described above.

MICHIGAN COMMUNITY SERVICES, INC.

APPENDIX A(2)

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and, on request, bargain in good faith with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO as the exclusive bargaining representative of the employees in the bargaining unit described below:

All full-time and regularly scheduled part-time direct care workers employed at the following homes operated by Saginaw Bay Human Services, Inc.: 1) Airport Drive AIS, 13768 Airport Road, Lansing, MI 48906; 2) Foco AIS, 3377 Foco Rd., Standish, MI 48658; 3) Garfield AIS, 2976 N. Garfield, Pinconning, MI 48650; 4) Newberg AIS, 490 W. Newberg, Pinconning, MI 48650; 5) Pine AIS, 2956 Pine River Rd., Standish, MI 48658; 6) River AIS, 2522 Pine River Rd. Standish, MI 48658; 7) Schavev Road AIS, 1009 Schavev Rd., DeWitt, MI 48820; 8) Spring Street AIS, 1401 N. Spring St., Gladwin, MI 48624; 9) Townline AIS, 1748 E. Townline, Pinconning, MI 48650; 10) Webb Road AIS, 303 W. Webb Rd., DeWitt, MI 48820; 11) Kasemeyer, 5181 Kasemeyer, Bay City, MI 48706; 12) Josephus Residential Treatment

Center, 1003 Street, Bay City, MI 48708; and 13) Webb Drive, 700 Webb Drive, Bay City, MI 48706; but excluding guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with American Federation of State, County, and Municipal Employees (AFSCME) AFL-CIO and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit described above.

SAGINAW BAY HUMAN SERVICES, INC.

APPENDIX A(3)

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and, on request, bargain in good faith with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO as the exclusive bargaining representative of the employees in the bargaining unit described below:

All full-time and regular part-time employees employed by HS Community Services, Inc. in residential and supportive independence programs in Wayne and Oakland Counties; but excluding supervisors, managers, assistant managers, directors, guards as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit described above.

AHS COMMUNITY SERVICES, INC.

APPENDIX A(4)

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and, on request, bargain in good faith with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO as the exclusive bargaining representative of the employees in the bargaining unit described below:

All full-time and part-time direct care workers/program aides employed by Alternative Services, Inc. in Genesee and Wayne Counties; but excluding managers, administrators, guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit described above.

ALTERNATIVE SERVICES, INC.

APPENDIX A(5)

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and, on request, bargain in good faith with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO as the exclusive bargaining representative of the employees in the bargaining unit described below:

All full-time and regular part-time direct care workers, including the Per Diem employees at the Litchfield Home, employed by Bay-Arenac Community Living Facility; but excluding administrators, managers, guards and all supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit described above.

BAY-ARENAC COMMUNITY LIVING FACILITY

APPENDIX A(6)

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and, on request, bargain in good faith with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO as the exclusive bargaining representative of the employees in the bargaining unit described below:

All full-time and part-time direct care workers, including emergency relief employees, employed by Independent Opportunities, Inc.; but excluding all temporary/pool aides, all home managers, assistant home managers, administrators, guards, and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit described above.

INDEPENDENT OPPORTUNITIES, INC.

APPENDIX A(7)

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE

NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and, on request, bargain in good faith with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO as the exclusive bargaining representative of the employees in the bargaining unit described below:

All full-time and part-time direct care workers, including emergency relief employees employed in St Clair County by Innovative Housing Development Corp.; but excluding all temporary/pool aides, administrators, home managers, assistant home managers, guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit described above.

INNOVATIVE HOUSING DEVELOPMENT CORP.

APPENDIX A(8)

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and, on request, bargain in good faith with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO as the exclusive bar-

gaining representative of the employees in the bargaining unit described below:

All full-time and regular part-time program aides/direct care staff employed by Jones AFC, Inc.; but excluding administrators, home managers, assistant home managers, guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit described above.

JONES AFC, INC.

APPENDIX A(9)

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and, on request, bargain in good faith with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO as the exclusive bargaining representative of the employees in the bargaining unit described below:

All full-time and regular part-time employees employed by Lafayette RCA, Inc.; but excluding administrators, directors, managers, assistant managers, guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit described above.

LAFAYETTE RCA, INC.

APPENDIX A(10)

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and, on request, bargain in good faith with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO as the exclusive bargaining representative of the employees in the bargaining unit described below:

All full-time and regular part-time program aides/direct care workers employed by Lewisite, Inc.; but excluding administrators, home managers, assistant home managers, guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit described above.

LEWISITE, INC.

APPENDIX A(11)

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and, on request, bargain in good faith with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO as the exclusive

bargaining representative of the employees in the bargaining unit described below:

All full-time and regular part-time residential technicians/direct careworkers employed by Blue Water Developmental Housing, Inc.; but excluding home managers, assistant home managers, directors, guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with American Federation of State, County and Municipal Employees, (AFSCME) AFL-CIO and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit described above.

BLUE WATER DEVELOPMENT HOUSING, INC.

APPENDIX A(12)

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and, on request, bargain in good faith with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO as the exclusive bargaining representative of the employees in the bargaining unit described below:

All full-time and regular part-time employees in the classes of senior direct care workers and direct care workers employed by Cencare Foster Care Home, Inc.; but excluding administrative employees, confidential employees, guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit described above.

CENCARE FOSTER CARE HOME, INC.

APPENDIX A(13)

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and, on request, bargain in good faith with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO as the exclusive bargaining representative of the employees in the bargaining unit described below:

All full-time and regular part-time direct care workers, including emergency relief workers employed in all of the homes of Central State Community Services, Inc., but excluding temporary/pool aides, administrators, home managers, assistant home managers, guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit described above.

CENTRAL STATE COMMUNITY SERVICES, INC.

APPENDIX A(14)

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection

To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and, on request, bargain in good faith with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO as the exclusive bargaining representative of the employees in the bargaining unit described below:

All full-time and regular part-time "direct hire" program assistants, program assistants, program assistant/shift leaders and program assistant/midnight shift leaders employed by Community Normalization Home, Inc.; but excluding appointed officials, executives, guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit described above.

COMMUNITY NORMALIZATION HOME, INC.

APPENDIX (15)

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and, on request, bargain in good faith with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO as the exclusive bargaining representative of the employees in the bargaining unit described below:

All full-time and regular part-time employees employed by Community Spirit Homes, Incorporated; but excluding managers, assistant managers, directors, administrators, guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO

and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit described above.

COMMUNITY SPIRIT HOMES, INCORPORATED

APPENDIX A(16)

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and, on request, bargain in good faith with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO as the exclusive bargaining representative of the employees in the bargaining unit described below:

All full-time and regular part-time non-supervisory employees employed by Domel Incorporated; but excluding managers, assistant managers, directors, guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit described above.

DOMEL INCORPORATED

APPENDIX A(17)

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union

To bargain collectively through representatives of their own choice

To act together for other mutual aid or protection

To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and, on request, bargain in good faith with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO as the exclusive bargaining representative of the employees in the bargaining unit described below:

All full-time and regular part-time program aides/direct care workers employed by Flushing Association In Transitional Housing, Inc. Successor to A.R.C. Corporation; but excluding administrators, home managers, assistant home managers, guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit described above.

FLUSHING ASSOCIATION IN TRANSITIONAL
HOUSING, INC. SUCCESSOR TO A.R.C. CORPORATION

APPENDIX A(18)

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and, on request, bargain in good faith with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO as the exclusive bargaining representative of the employees in the bargaining unit described below:

All full-time and regular part-time direct care staff employed by Fredericks Family Homes A.F.C. Inc. within the County of Wayne, Michigan; but excluding home managers, assistant home managers, administrators, directors, guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with American Federation of State, County and Municipal Employees, (AFSCME) AFL-CIO and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit described above.

FREDERICKS FAMILY HOMES A.F.C. INC.

APPENDIX A(19)

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and, on request, bargain in good faith with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO as the exclusive bargaining representative of the employees in the bargaining unit described below:

All full-time and regular part-time program aides/direct care workers employed by Harrington House, Inc.; but excluding administrators, home managers, assistant home managers, guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit described above.

HARRINGTON HOUSE, INC.

APPENDIX A(20)

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and, on request, bargain in good faith with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO as the exclusive bargaining representative of the employees in the bargaining unit described below:

All Full-time and part-time direct care workers employed by Horizon Residential Center, Inc. at its facilities located at 1) Omo Group Home, 56575 Omo, New Haven, MI 48043; (2) Elmwood Group Home, 50084 Sass Road, New Baltimore, MI 48047; (3) Fisher Group Home, 71865 Fisher, Romeo, MI 48065; but excluding guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit described above.

HORIZON RESIDENTIAL CENTER, INC.

APPENDIX A(21)

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and, on request, bargain in good faith with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO as the exclusive bargaining representative of the employees in the bargaining unit described below:

All full-time and regular part-time employees employed by Hunt St. Villa, Inc.; but excluding managers, assistant managers, directors, administrators, guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit described above

HUNT ST. VILLA

APPENDIX A(22)

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and, on request, bargain in good faith with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO as the exclusive bargaining representative of the employees in the bargaining unit described below:

All Full-time and regular part-time employees employed by New Outlook, Inc. in residential and supportive independence programs in the Counties and Wayne and Oakland, MI; but excluding managers, assistant managers, directors, guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit described above.

NEW OUTLOOK, INC.

APPENDIX A(23)

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and, on request, bargain in good faith with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO as the exclusive bargaining representative of the employees in the bargaining unit described below:

All full-time and regularly schedules part-time direct care workers employed by Louisiana Homes, Inc. at 1) 9601 St. Mary's, Detroit, MI 48226; 2) 614 Golden Gate, Detroit, MI; and 3) 3055 Hanley, Hamtramck, MI 49212; but excluding administrators, department heads, guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit described above.

LOUISIANA HOMES, INC.

APPENDIX A(24)

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and, on request, bargain in good faith with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO as the exclusive bargaining representative of the employees in the bargaining unit described below:

All full-time and regular part-time employees employed by New Center II, Inc.; but excluding administrators, directors,

managers, assistant managers, guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with American Federation of State, County, and Municipal Employees (AFSCME) AFL-CIO and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit described above.

NEW CENTER II, INC.

APPENDIX A(25)

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and, on request, bargain in good faith with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO as the exclusive bargaining representative of the employees in the bargaining unit described below:

All full-time and regular part-time direct care workers employed by Passages Community Services, Inc.; but excluding administrators, home managers, assistant home managers, guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit described above

PASSAGES COMMUNITY SERVICES, INC.

APPENDIX A (26)

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and, on request, bargain in good faith with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO as the exclusive bargaining representative of the employees in the bargaining unit described below:

All full-time and regular part-time program aides/direct care workers employed by Quality Living Systems Management Corp., Paragon Non-Profit Housing Corp.; but excluding administrators, home managers, assistant home managers; guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit described above.

QUALITY LIVING SYSTEMS MANAGEMENT CORP.
PARAGON NON-PROFIT HOUSING CORP.

APPENDIX A(27)

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and, on request, bargain in good faith with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO as the exclusive bargaining representative of the employees in the bargaining unit described below:

All full-time and regular part-time employees employed by Ray Roberts Residential Services, Inc.; but excluding managers, assistant managers, directors, guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit described above

RAY ROBERTS RESIDENTIAL SERVICES, INC.

APPENDIX B

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

To organize

To form, join, or assist any union
To bargain collectively through representatives of their own choice
To act together for other mutual aid or protection
To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to recognize and, on request, bargain in good faith with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO as the exclusive bargaining representative of the employees in the bargaining unit described below:

All full-time and regularly scheduled part-time direct care worker employed at Adult Learning Systems, Inc.'s residential care homes in Newberry, Michigan, and in or near Sault Ste. Marie, Michigan; but excluding office clerical employees, directors, managers, board members, guards and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit described above.

ADULT LEARNING SYSTEMS, INC.